



BOARD OF SUPERVISORS AGENDA ITEM REPORT
CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 21, 2022

* = Mandatory, information must be provided

or Procurement Director Award ☐

***Contractor/Vendor Name/Grantor (DBA):**

Pima County Community College District

***Project Title/Description:**

Workforce Development Education

***Purpose:**

Pima County Community College (PCC) will provide workforce development to help job seekers attain industry-recognized credentials that will increase competitiveness and earning power in the labor market.

Attachment: Contract Number CT-CR-22-315

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

At least eighty percent (80%) of the ARIZONA@WORK job seekers enrolled in coursework will complete the coursework.

***Public Benefit:**

This program supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers' needs.

***Metrics Available to Measure Performance:**

Mid-semester and end-of-semester student progress reports.

***Retroactive:**

No.

Not approved
(Not) 6/6/22

TO: COB 6-8-2022(1)
Vers.: 1

Pgs.: 15

Contract / Award Information

Document Type: CT Department Code: CR Contract Number (i.e., 15-123): 22-315
Commencement Date: 7/1/22 Termination Date: 1/31/25 Prior Contract Number (Synergen/CMS): N/A
☒ Expense Amount: \$* 510,000.00 ☐ Revenue Amount: \$ _____

*Funding Source(s) required: United States Department of Labor Employment and Training

Funding from General Fund? ☐ Yes ☒ No If Yes \$ _____ % _____

Contract is fully or partially funded with Federal Funds? ☒ Yes ☐ No

If Yes, is the Contract to a vendor or subrecipient? Subrecipient

Were insurance or indemnity clauses modified? ☒ Yes ☐ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: _____ Department Code: _____ Contract Number (i.e., 15-123): _____
Amendment No.: _____ AMS Version No.: _____
Commencement Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ _____
Is there revenue included? ☐ Yes ☐ No If Yes \$ _____

*Funding Source(s) required:

Funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

Grant/Amendment Information (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: _____ Department Code: _____ Grant Number (i.e., 15-123): _____
Commencement Date: _____ Termination Date: _____ Amendment Number: _____
☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

*All Funding Source(s) required:

*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ _____ % _____

*Match funding from other sources? ☐ Yes ☐ No If Yes \$ _____ % _____

*Funding Source: _____

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? _____

Contact: Rise Hart

Department: Community & Workforce Development

Telephone: 724-5723

Department Director Signature/Date: [Signature] 6/2/2022

Deputy County Administrator Signature/Date: _____

County Administrator Signature/Date: [Signature] 6/6/2022

(Required for Board Agenda/Addendum Items)

Intergovernmental Agreement (IGA) Between Pima County Community & Workforce Development Department and Pima County Community College District

Project: Workforce Development Education

College: Pima County Community College District
Pima Community College
4905 E. Broadway Blvd.
Tucson, AZ 85709-1145

Amount: \$510,000.00

Contract No.: CT-CR-22-315

Funding: United States Department of Labor Employment and Training

SAM Unique Entity Identifier: H77GBPTJEPX3		SAM Registration Date: 8/18/21	
Research or Development:		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Federal or State Contract No.:	HG-35918-21-60-A-4	Award Date:	2021-2025
Required Match:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Match Amount:	
Indirect Cost Rate:	<input type="checkbox"/>	<input type="checkbox"/> NICR	<input type="checkbox"/> de minimis <input checked="" type="checkbox"/> None
Status of Contractor:	<input checked="" type="checkbox"/> College	<input type="checkbox"/> Contractor	

CFDA	Grant Program	National Funding	Pima County Award
17.268	H-1B One Workforce	\$145,000,000.00	\$4,000,000.00

1. PARTIES, BACKGROUND, PURPOSE AND AUTHORITY.

- 1.1. Parties. This Intergovernmental Agreement, ("Agreement"), is entered into by and between Pima County, a body politic and corporate of the State of Arizona, ("County") and Pima County Community College District, a political subdivision of the State of Arizona, ("College").
- 1.2. Background and Purpose. On February 2, 2020 the Pima County Board of Supervisors (the "Board") accepted a grant in the amount of \$4,000,000.00 from the United States Department of Labor Employment and Training Administration ("DOL/ETA") for the H-1B One Workforce Grant Program. The H-1B grant ends January 31, 2025.
- 1.3. Authority. The H-1B One Workforce grant program is authorized under section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (ACWIA), as amended (codified at 29 U.S.C. 3224a). These grants are financed by a user fee paid by employers to bring foreign workers into the United States under the H-1B nonimmigrant visa program. County and College may contract for services and enter into agreements with one another for joint or cooperative action pursuant to A.R.S. § 11-951, et seq. County is authorized by A.R.S. §§ 11-254.04, 11-251 (5) and 11-251 (17), to spend public monies to improve and enhance the economic welfare and health of the inhabitants of the County.

2. TERM AND AMENDMENTS.

- 2.1. The term of this Agreement commences on July 1, 2022 and will terminate on January 31, 2025 (the "Initial Term"). "Term," when used in this Agreement means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial

Term is before the signature date of the last party to execute this Agreement, the parties will, for all purposes, deem the Agreement to have been in effect as of the commencement date.

- 2.2. The terms of this Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties. Any amendments to the Agreement must be approved by the County and, where applicable, by the Federal sponsoring agency, before any services under the amendment commences. Minor modifications are changes in the scope, which do not change the specified purpose, outcomes or the total compensation provided through this Agreement and do not in any way increase the direct or indirect liability of County under this Agreement. Any change that increases or decreases the maximum allocated amount or that changes the Scope of Work in any way will require an amendment to this Agreement. Such change will not be effective, nor will compensation under the change be provided, until the amendment is fully executed by both parties.
- 2.3. Notwithstanding paragraphs 2.1 and 2.2 above, the term of this Agreement will survive and remain in effect during any period that College has control over grant funds, including program income.

3. SCOPE OF SERVICES.

- 3.1. This Agreement establishes the terms under which the College will provide services in accordance with Exhibit A. All services shall comply with the requirements and specifications as called for in this Agreement.
- 3.2. Each party agrees to inform the other party of any code of conduct infractions of, or disciplinary actions taken against, a person that is enrolled in both Pima Community College and Pima County One Stop courses or programs. When the disciplining party deems it appropriate, input on the enrollee's behavior may be sought from the other party.
- 3.3. Confidentiality. College understands and acknowledges that client and applicant files and information collected pursuant to the terms of this Agreement are private and the use or disclosure of such information, when not directly connected with the administration of County's or College's responsibilities in this Agreement, is prohibited, unless written consent is obtained from the individual or, in the case of a minor, from the responsible parent or guardian. College will provide access to client and applicant files only to persons properly authorized to view and utilize the information to perform the contracted services in this Agreement. College will observe and abide by all applicable State and Federal statutes and regulations regarding use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contracted services.
- 3.4. Pursuant to P.L. 1160260, Division H, Title I, Section 104, funds made available under section 414(c) of the American Competitiveness and Workforce Improvement Act of 1998 (29 U.S.C. 3224a) must only be used for training individuals and for the related activities necessary to support such training. This training must be in the occupations and industries for which employers are using H-1B visas to hire foreign workers, and it must be provided only to individuals who are older than 16 years of age and who are not currently enrolled in a school within a local educational agency.

4. COMPENSATION AND PAYMENT.

- 4.1. County may pay College up to \$510,000.00 over the term of this Agreement (the "Maximum Allocated Amount"), for training, as set forth in Exhibit A. County will make all payments from the H-1B One Workforce grant from the United States Department of Labor Employment and Training Administration (the "Awarding Agency"). Payment of the Maximum Allocated Amount is subject to the Awarding Agency allocating and making funds available to County for this Agreement. The Maximum Allocated Amount may be amended at any time due to reduction, termination, or any other change in the grant funding being provided to County.
- 4.2. College will invoice County on a monthly basis.

- 4.3. College must submit a request for reimbursement every month even if no funds are being requested for the prior month. Requests for reimbursement are due as follows:

Agreement Month	Due date for Request for Reimbursement
January through May and July through December	15 calendar days from end of month
June	July 7

- 4.4. College must submit each monthly request for reimbursement to County by the 15th working day of each month for the previous month of costs and services in Exhibit A and must reference this Agreement number. Each request may only be for participants determined eligible by County and properly enrolled in the program or for other authorized expenses that are not paid or reimbursed by another federal, state or local grant revenue source.
- 4.5. The person(s) that prepared the request and an authorized manager, supervisor or executive of the College must approve and sign each monthly request for reimbursement to insure proper internal financial controls.
- 4.6. Each request must include amount of actual expenditures; accrued expenditures, if applicable; program income, as defined by the federal awarding agency; and all other fiscal resources applied to expenses incurred in providing services under this Agreement.
- 4.7. Each request must be accompanied by documentation which includes, but is not limited to:
- 4.7.1. A summary report of monthly expenditures by expense categories as shown in approved budget in Exhibit A.
 - 4.7.2. Copies of invoices and checks (front and back) to support all purchases of goods or services.
 - 4.7.3. If reimbursement is authorized for travel and incidental expenses, detailed travel reports to support all travel expenses.
 - 4.7.4. Any other documentation requested by County.
- 4.8. College must utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. College may not bill County for costs which are paid by another source. College must notify County within ten (10) days of receipt of alternative funding for costs which would otherwise be subject to payment pursuant to this Agreement.
- 4.9. If each request for payment includes adequate and accurate documentation, County will generally pay College within thirty (30) days from the date invoice is received. College should budget cash needs accordingly.
- 4.10. County may, at its sole discretion, 1) determine the acceptability and progress of work performed and determine the resulting entitlement to payment of each request for reimbursement; 2) liquidate funds available under this Agreement for costs incurred by County on behalf of College; or 3) deny full payment for requests for reimbursement that are submitted to County after the date in paragraph 4.3. County may deduct its processing costs or delay-related damages in connection with a request for payment submitted after that date.
- 4.11. Pursuant to A.R.S. § 11-622, County will deny reimbursement completely for requests for payment made later than six (6) months after the last item of the account accrues.
- 4.12. College must submit its request for final payment for compensation earned and/or eligible costs incurred to the County within fifteen (15) working days after the end of the Term on invoices that meet the requirements in paragraphs 4.4 through 4.8.
- 4.13. No payments will be made to College, until: 1) College has completed and submitted a W-9 Taxpayer Identification Number form; 2) College has registered as a Pima County Vendor through the Pima County Procurement website; 3) College is currently registered on SAM.gov; 4) this Agreement is fully executed; and 5) adequate and accurate documentation is provided with each request for payment or invoice.

- 4.14. The Director of Community & Workforce Development ("CWD") or designee has the sole discretion to grant changes between budget line items of no more than 15%. The change may not increase or decrease the maximum allocated amount. College must submit a written request for the line item change on or before May 15th. The written request must contain a detailed explanation of the reasons the change is necessary, and how the specified purpose, program(s), metrics, or outcomes in this Agreement will continue to be met, despite the requested change. The change must be for future expenditures that are not part of the current existing and approved budget(s). The change may not be to cover unbudgeted expenditures incurred by College prior to receiving the written approval for a budget line item change. If the Director of CWD or designee approves the request for the budget line item change, the change will not be effective, nor will compensation under the change be provided, until the date in the written approval. Goods and services provided in excess of the budgeted line item or the maximum allocated amount without prior authorization in paragraphs 4.12 and 4.13 above will be at College's own risk.
- 4.15. Program Income: College must comply with all provisions of the federal awarding agency regarding Program Income.
- 4.16. Disallowed Charges or Cost principles will be as follows:
- 4.16.1. The cost principles in 2 CFR part 200, Subpart E, as supplemented by 2 CFR part 2900, and as may be further modified by amendments and additions, will be used to determine whether an incurred cost will be reimbursed under this Agreement.
- 4.16.2. College must reimburse County for improper, unallowable or unsubstantiated costs discovered as a result of audit or otherwise within thirty (30) days following demand for reimbursement by County.
- 4.17. For the period of record retention required under Section 22 – Books and Records, County reserves the right to question any payment made under this Section 4 and to require reimbursement by setoff or otherwise for payments determined to be improper or contrary to the Agreement or law.
5. **INSURANCE.** College is insured under the Arizona School Risk Retention Trust program. All minimum levels of insurance are met.
6. **INDEMNIFICATION.** To the fullest extent permitted by law and without waiving any privileges of sovereign immunity, College and County will defend, indemnify, and hold harmless each other (the party providing such protections shall be referred to as the "Indemnifying Party" and the party receiving such protections shall be referred to as the "Indemnified Party"), and the officials and employees of the Indemnified Party from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees and court costs up through final appeal) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of the Indemnifying Party or any party acting on the Indemnifying Party's behalf. College shall not have indemnification obligations to the extent that any Claim is due to the actions of County. County shall not have any indemnification obligations to the extent that any Claim is due to the actions of College. This indemnity will survive the expiration or termination of this Agreement.
7. **LAWS AND REGULATIONS.**
- 7.1. Compliance with Laws; Changes. College and County will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules, and regulations during the terms of this Agreement will apply, but do not require an amendment.
- 7.2. Licensing. College warrants that it is appropriately licensed to provide the services under this Agreement and that its subcontractors will be appropriately licensed.

- 7.3. **Choice of Law; Venue.** The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this Agreement, and any disputes hereunder. Any action relating to this Agreement must be brought in a court of the State of Arizona in Pima County.
- 7.4. **Cooperation.** College will fully cooperate with County, ADES, and any federal agency in the review and determination of compliance with the above provisions.
8. **INDEPENDENT CONTRACTOR.** College is an independent contractor. Neither College nor any of College's officers, agents, or employees will be considered an employee of Pima County or be entitled to receive any employment-related benefits, or assert any protections, under the Pima County Merit System. College is responsible for paying all federal, state and local taxes on the compensation by College under this Agreement and will indemnify and hold County harmless from any and all liability which County may incur because of College's failure to pay such taxes. College will be solely responsible for its program development, operation, and performance.
9. **SUBCONTRACTOR.**
- 9.1. Except as provided in paragraph 7.2, College will not enter into any subcontracts for any services to be performed under this Agreement without County's prior written approval of the subcontract. College must follow all applicable Federal, State, and County rules and regulations for obtaining subcontractor services. Prior written approval is not required for the purchase of supplies that are necessary and incidental to College's performance under this Agreement. College will be fully responsible for all acts and omissions of any subcontractor and of persons directly or indirectly employed by any subcontractor and of persons for whose acts, any of them, may be liable to the same extent that the College is responsible for the acts and omissions of persons directly employed by it. Nothing in this contract will create any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 9.2. College must include the provision set forth in Section 3 in all contracts between College and its subcontractors providing goods or services pursuant to this Agreement. College will be responsible for subcontractors' compliance with that provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with the provision.
10. **ASSIGNMENT.** College cannot assign its rights or obligations under this Agreement, in whole or in part, without County's prior written approval. County may withhold approval at its sole discretion.
11. **NON-DISCRIMINATION.** College will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. College will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin. Unless exempt under federal law, College will comply with Titles VI and VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act; Section 504 of the Rehabilitation Act of 1973.
12. **AMERICANS WITH DISABILITIES ACT.** College will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C. §§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
13. **AUTHORITY TO CONTRACT.** College warrants its right and power to enter into this Agreement. If any court or administrative agency determines that County does not have authority to enter into this Agreement, County will not be liable to College or any third party by reason of such determination or by reason of this Agreement.
14. **FULL AND COMPLETE PERFORMANCE.** The failure of either party to insist on one or more instances upon the full and complete performance of any of the terms or conditions of this Agreement to be performed on the part of the other, or to take any action permitted as a result

thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

- 15. CANCELLATION FOR CONFLICT OF INTEREST.** This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Agreement by reference.

16. TERMINATION/SUSPENSION.

- 16.1. Without Cause: County or College may terminate this Agreement at any time, without cause, by serving a written notice upon to the other party at least thirty (30) days before the effective date of the termination. In the event of such termination, the County's only obligation to College will be payment for services rendered prior to the date of termination as well as any non-cancellable commitments incurred by College prior to receiving the notice of termination.
- 16.2. With Cause: County or College may terminate this Agreement at any time without advance notice and without further obligation if either Party is in default of any provision of this Agreement.
- 16.3. Insufficient Funds: Notwithstanding Paragraphs 16.1 and 16.2 above, if any state or federal grant monies used for payment or for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to College for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to College will be payment for services rendered prior to the date of termination to the extent that grant funds are available.
- 16.4. Non-Appropriation: Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining College or County or other public entity obligations under this Agreement. In the event of such termination, neither party will have any further obligation under this Agreement, other than for services rendered prior to termination.
- 16.5. Suspension: County reserves the right to suspend College's performance and payments under this Agreement immediately upon notice delivered to College's designated agent in order to investigate College's activities and compliance with this Agreement. In the event of an investigation by County, College will cooperate fully and provide all requested information and documentation. At the conclusion of the investigation, or within forty-five (45) days, whichever is sooner, College will be notified in writing that the Agreement will be immediately terminated or that performance may be resumed.

17. DEBARMENT AND SUSPENSION.

- 17.1. This contract is a covered transaction for purposes of 2 CFR 180 and 2 CFR 333. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 CFR 180.995) or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).
- 17.2. The contractor must comply with 2 CFR 180(c) and 2 CFR 3000(c) and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 17.3. This certification is a material representation of fact relied upon by the College. If it is later determined that the contractor did not comply with 2 CFR 180(c) and 2 CFR 3000(c), in

addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

- 17.4. The bidder or proposer agrees to comply with the requirements of 2 CFR 180(c) and 2 CFR 3000(c) while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

18. **NOTICE.** District must give written notice of any change of corporate or entity status as promptly as possible and, in any event, within fifteen (15) days after the change is effective. A change in corporate or entity status includes, but is not limited to, change from unincorporated to incorporated status and vice versa and any suspension or termination of corporate status based on failure to comply with all applicable federal, state, and local reporting requirements. Any notice required or permitted to be given under this Agreement must be in writing and must be served by delivery or by certified mail upon the other party as follows:

<u>County:</u> Director Pima County Community & Workforce Development 2797 E. Ajo Way Tucson, AZ 85713	<u>District:</u> Contract Services Pima County Community College District 4905 E. Broadway Blvd Tucson, AZ 85709
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19. **NON-EXCLUSIVE CONTRACT.** College understands that this Agreement is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
20. **OTHER DOCUMENTS.** In entering into this Agreement, College and County have relied upon information provided in the College's Letter of Commitment provided in response to DOL/ETA's Funding Opportunity Announcement FOA-ETA 20-13, the H-1B One Workforce grant opportunity. That letter of commitment is incorporated into this Agreement to the extent not inconsistent with the provisions of this Agreement. The College will promptly bring any provisions which the College believes are inconsistent to County's attention, and County will provide the College with its interpretation of the provisions in question. In the event of an irreconcilable inconsistency, the provisions of the awarding agency documents will govern over the conditions of this Agreement, unless otherwise required by law.
21. **AUDIT REQUIREMENTS.**
- 21.1. College will:
- 21.1.1. Comply with the applicable provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
 - 21.1.2. Establish and maintain a separate, identifiable accounting of all funds provided by County under this Agreement. The accounting must record all expenditures which are used to support invoices and requests for payment from the County.
 - 21.1.3. Establish and maintain accounting records which identify the source and application of any funds not provided under this Agreement used to support these Agreement activities.
 - 21.1.4. Ensure that all accounting records meet the requirements of the Federal, State, County, and generally accepted accounting principles laws and regulations.
 - 21.1.5. Upon written notice from County, provide a program-specific or financial audit. Such notice from County will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit.
 - 21.1.6. Assure that any audit conducted pursuant to this Agreement is performed by a qualified, independent accounting firm and submitted to County within six (6) months

of completion of the audit required pursuant to this Section 21, unless a different time is specified by County. The audit submitted must include College responses, if any, concerning any audit findings.

21.1.7. Pay all costs for any audit required or requested pursuant to this Section 21, unless the cost is allowable for payment with the grant funds provided pursuant to this Agreement under the appropriate federal or state grant law and the cost was specifically included in the College grant budget approved by County.

21.1.8. If College is a "nonprofit corporation" that meets the definition of "corporation" in A.R.S. §10-3140, College will comply with the applicable audit requirements set forth in A.R.S. §11-624, "Audit of Non-Profit Corporations Receiving County Monies." If College meets or exceeds the single audit threshold set forth in 2 CFR Part 200, College will comply with federal single audit requirements and, upon request from County, provide County with a copy of the required audit document within ninety (90) days following the end of College's fiscal year.

21.2. College must timely submit the required or requested audit(s) to:

Contracts
Pima County Community & Workforce Development
2797 E. Ajo Way, 3rd Floor
Tucson, AZ 85713

22. **BOOKS AND RECORDS.** College must keep and maintain proper and complete books, records and accounts, which must be open at all reasonable times for inspection and audit by duly authorized representatives of County. College must retain all records relating to this agreement at least three years after College submits its single or last expenditure report or until completion of any action and resolution of all issues which arise from any related litigation, claim, negotiations, audit or other action involving the records that was started before the expiration of the 3-year period of performance, whichever is later.
23. **COPYRIGHT.** Neither, College nor its officers, agents or employees will copyright any materials or products developed through contracted services provided or contracted expenditures made under this Agreement without prior written approval by the County. Upon approval, the County will have a non-exclusive and irrevocable license to reproduce, publish or otherwise use or authorize the use of any copyrighted material. The foregoing shall not apply to any materials already developed by College or which are created generally by College.
24. **PROPERTY OF THE COUNTY.** College is not the agent of County for any purpose and will not purchase any materials, equipment or supplies on the credit of the County. Any materials, including reports, computer programs and other deliverables, created under this Agreement are the sole property of the County. College is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. College will not use or release these materials without the prior written consent of the County.
25. **DISPOSAL OF PROPERTY.** Termination of this Agreement will not relieve any party from liabilities or costs already incurred under this Agreement, nor affect any ownership of property pursuant to this Agreement.
26. **COORDINATION.** On matters relating to the administration of this Agreement, County will be College's contact with all Federal, State and local agencies that provide funding for this Agreement. College's contacts in this regard will be: Rhonda Pina, 520-724-4703, Rhonda.Pina@pima.gov.
27. **ACCOUNTABILITY.** To the greatest extent permissible by law, County, and any authorized federal, state or local agency, including, but not limited to, the State of Arizona, the U.S. Department of Labor, and the Comptroller of the United States will at all reasonable times have the right of access to College's facility, books, documents, papers, or other records which are pertinent

to this Agreement, in order to make audits, examinations, excerpts and transcripts for the purpose of evaluating College's performance and College's compliance with this Agreement. This provision must be included in all contracts between College and its subcontractors providing goods or services pursuant to this Agreement. College will be responsible for subcontractors' compliance with this provision and for any disallowances or withholding of reimbursements resulting from noncompliance of said subcontractors with this provision.

28. PUBLIC INFORMATION.

28.1. Disclosure. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, and A.R.S. § 34-603(H) in the case of construction or architectural and engineering services procured under A.R.S. Title 34, Chapter 6, all documents submitted in response to the solicitation resulting in an award of this Agreement, including, but not limited to pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.

28.2. Records Marked Confidential; Notice and Protective Order. If College reasonably believes that some of the records described in paragraph 28.1 above contain proprietary, trade-secret or otherwise-confidential information, College must prominently mark those records "CONFIDENTIAL." In the event that a public records request is submitted to County for records marked "CONFIDENTIAL," County will notify College of the request as soon as reasonably possible. County will release the records ten (10) business days after the date of that notice unless College has, within that period, secured an appropriate order from a court of competent jurisdiction, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.

29. **ELIGIBILITY FOR PUBLIC BENEFITS.** College will comply with applicable provisions of A.R.S. §§1-501 and 1-502 regarding public benefits, which are hereby incorporated as provisions of this Agreement.
30. **REMEDIES.** Either party may pursue any remedies provided by law for the breach of this Agreement. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Agreement.
31. **NO OBLIGATION BY FEDERAL GOVERNMENT.** As per 2 CFR 200.318(k), the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
32. **BYRD ANTI-LOBBYING.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
33. **PROGRAM FRAUD AND FALSE STATEMENTS.** The College acknowledges that 31 U.S.C. Chp. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to this contract.
34. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** As per 2 CFR 200.216:

- 34.1. Recipients and subrecipients are prohibited from obligating or expanding loan or grant funds to:
- 34.1.1. Procure or obtain;
 - 34.1.2. Extend or renew a contract to procure or obtain; or
 - 34.1.3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 34.1.3.1 For the purpose of public safety, security of government facilities, physical security, surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - 34.1.3.2 Telecommunications or video surveillance services provided by such entities or using such equipment.
 - 34.1.3.3 Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
35. **WHISTLE BLOWER PROTECTIONS.** As per 41 U.S.C. 4712, (1) In general – An employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
- 35.1. No entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
36. **SEVERABILITY.** Each provision of this Agreement stands alone, and any provision of this Agreement found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement.
37. **NO JOINT VENTURE.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-employee relationship between College and any County employees, or between College and any County employees. Neither party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.
38. **NO THIRD PARTY BENEFICIARIES.** Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or affect the

legal liability of either party to the Agreement by imposing any standard of care with respect to the maintenance of public facilities different from the standard of care imposed by law.

39. FEDERAL WATER POLLUTION CONTROL ACT. 1) The College agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. 2) The College agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3) The College agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

40. ISRAEL BOYCOTT CERTIFICATION. Pursuant to A.R.S. § 35-393.01, if College engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000.00 or more, College certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

41. FORCE MAJEURE.

41.1. A Party's performance of its obligations under this Agreement is excused to the extent, and for the time period, that the Party's (the "Affected Party's") performance is prevented by natural disaster, actions or decrees of governmental bodies (including those restrictions related to public health), or other circumstances not the fault, and beyond the reasonable control, of that Party ("Force Majeure Event"). The Affected Party must immediately give notice to the other Party (the "Non-Affected Party") regarding the extent and nature of the impact on performance because of the Force Majeure Event.

41.2. The Affected Party will take all reasonable steps to resume performance promptly after the impediment to performance has concluded. The performance of the Non-Affected Party is also excused for the period of time that the performance of the Affected Party is interrupted.

41.3. If the period of nonperformance by the Affected Party exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Non-Affected Party may, by giving fifteen days' written notice to the affected Party, terminate this Agreement. If the Parties are both affected by the Force Majeure Event, performance by both Parties under this Agreement shall be suspended during the period the performance of both Parties is affected.

41.4. The provisions set forth in this Section 41 are limited by the terms and conditions of the Grant and any rules, regulations or guidelines promulgated by the Awarding Agency related to the activities related to the Grant.

42. LEGAL ARIZONA WORKERS ACT COMPLIANCE.

42.1. Compliance with Immigration Laws. College hereby warrants that it will at all times during the term of this Agreement comply with all federal immigration laws applicable to College's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). College will further ensure that each subcontractor who performs any work for College under this agreement likewise complies with the State and Federal Immigration Laws.

42.2. Books and Records. County has the right at any time to inspect the books and records of College and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

42.3. Remedies for Breach of Warranty. Any breach of College's, or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this Section 42, is a material breach of this Agreement subjecting College to penalties up to and including suspension or termination of this Agreement. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, College will be required to take

such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of College.

- 42.4. **Subcontractors.** College will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 42 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

43. **ENTIRE AGREEMENT.** This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

SIGNATURE PAGE TO FOLLOW

THIS AGREEMENT MAY BE EXECUTED IN COUNTERPARTS, each of which, when taken together, will constitute one original contract.

IN WITNESS THEREOF, the parties execute this Agreement:

PIMA COUNTY

PIMA COUNTY COMMUNITY COLLEGE DISTRICT

Sharon Bronson
Chair, Board of Supervisors

Chancellor

Date

Date

ATTEST

Clerk, Board of Supervisors

APPROVED AS TO CONTENT




for: Daniel Sullivan, Director or designee
Community & Workforce Development

The foregoing Intergovernmental Agreement between Pima County and Pima County Community College District has been reviewed pursuant to A.R.S. §11-952 by the undersigned Deputy County Attorney and the Attorney for Pima County Community College District, who have determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by Pima County and the Pima County Community College District.

PIMA COUNTY

PIMA COUNTY COMMUNITY COLLEGE DISTRICT



Deputy County Attorney

Pima County Community College District
Legal Counsel

WORKFORCE DEVELOPMENT EDUCATION – TUITION AND FEES

1. PROGRAM OVERVIEW.

- 1.1. County will refer eligible ARIZONA@WORK (or its successor program) enrolled participants ("job seekers") to College for quality training in demand-industry sectors. Training will lead to the attainment of industry-recognized credentials, a college degree or enhanced skills.
- 1.2. College will accept County vouchers for tuition and/or fees, based on the funding source and job seeker's employment plan, for services. Tuition and fees charged may not exceed standard "shelf" rates.
- 1.3. College services will include, but are not limited to:
 - 1.3.1. College-credit classes and programs;
 - 1.3.2. Non-credit classes; and
 - 1.3.3. Clock hour career-training programs.
 - 1.3.4. Reimbursable activities under this grant are limited to the training services list in 1.3.1 to 1.3.3.

2. PROGRAM GOALS.

- 2.1. Prepare job seekers for current and projected in-demand occupations that offer self-sufficient wages or for occupations that have a clear career path leading to self-sufficiency.
- 2.2. Help job seekers attain industry-recognized credentials that will increase competitiveness and earning power in the labor market.
- 2.3. Assist in the economic development of Pima County by helping to develop a trained, productive labor force that meets employers' needs.
- 2.4. Coordinate workforce efforts of County, mandated partners and other colleges by providing employment and training services authorized under H-1B and other funding sources administered.
- 2.5. Participate in regional workforce activities with Southern Arizona County ARIZONA@WORK Systems, Economic Development agencies, Community Colleges, and Arizona's University system.

3. PROGRAM ACTIVITIES – COLLEGE – College will:

- 3.1. Maintain an Internet site where job seekers can register for courses and training.
- 3.2. Obtain approval for all technical education programs for industry-recognized credentials College wishes to offer. Approved programs will be included on the Eligible Training Provider List ("ETPL") of Arizona Job Connection as part of the College's ETPL obligations.
- 3.3. Maintain and routinely update information available to job seekers regarding College's offerings on ETPL as part of the College's ETPL obligations.
- 3.4. Accept referred, eligible, qualified job seekers into College's degree track, certificate programs, and training to enhance job skill levels.
- 3.5. Accept, in lieu of tuition, a voucher from an authorized representative of County to cover tuition, costs and/or fees for the referred job seekers.
- 3.6. Provide job seekers with information about all available student services to ensure successful College achievement.
- 3.7. Maintain accurate and up-to-date records of the progress of all ARIZONA@WORK job seekers.
- 3.8. Notify ARIZONA@WORK when a job seeker receives or is eligible to receive a certificate and/or degree.

4. PROGRAM ACTIVITIES – COUNTY – County will:

- 4.1. Determine program and funding eligibility of ARIZONA@WORK job seekers prior to referral to College.
- 4.2. Determine the available and appropriate funding source for each job seeker.
- 4.3. Obtain informed consent of each job seeker in order to allow College to share information protected under Family Educational Rights and Privacy Act (FERPA).
- 4.4. Provide College with a list of the ARIZONA@WORK representatives who are authorized to approve vouchers.

5. PROGRAM LOCATION. Various Pima Community College (PCC) Campuses and affiliated sites, including ARIZONA@WORK Sites.

6. TARGET POPULATION. ARIZONA@WORK job seekers determined eligible by the County to receive a voucher for services provided pursuant to this Work Statement.

7. OUTPUTS/NUMBERS. College will serve all ARIZONA@WORK job seekers referred by County.

8. OUTCOMES. At least eighty percent (80%) of the ARIZONA@WORK job seekers enrolled in coursework will complete the coursework.

9. BUDGET.

- 9.1. College will be paid on a **Unit Cost** basis for tuition and/or fees per published or agreed upon reduced prices.
- 9.2. Total payment, in the form of tuition and/or fee vouchers will not exceed **\$510,000.00**.
- 9.3. Projected yearly expenditures:

Budget Item	Allocated Amount 7/1/22-6/30/23	Allocated Amount 7/1/23-6/30/24	Allocated Amount 7/1/24-1/31/25
Tuition and/or fee vouchers	\$170,000.00	\$170,000.00	\$170,000.00

9.4. Invoices for each job seeker must specify the:

- 9.4.1. Job seeker and associated voucher number;
- 9.4.2. Course/program and duration;
- 9.4.3. Funding source;
- 9.4.4. Financial aid utilized from all sources; and
- 9.4.5. Amount of reimbursement sought by College.

10. REPORTING. College will:

- 10.1. Provide mid-semester and end-of-semester student progress reports to appropriate ARIZONA@WORK staff.
- 10.2. Provide ARIZONA@WORK with financial aid reports by student in each billing cycle.
- 10.3. Within thirty (30) days from the end each semester, provide ARIZONA@WORK with a report of County-sponsored job seekers who have earned college degrees and certificates each semester.
- 10.4. Provide reports from 10.1 to 10.3 as part of the College's ETPL obligations.

END OF EXHIBIT A